



202404080055

04/08/2024 12:59 PM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor

WHEN RECORDED RETURN TO:
KRISTEN A. CAVANAUGH
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225-3105

Document Title: Declaration of Covenants, Conditions, Reservations and Restrictions
of La Conner Heights
Grantor/Grantee: Snapdragon Hills Estate LLC, a Washington limited liability company
Abbreviated Legal Description: Ptn of SW ¼ of SE ¼ and SE ¼ of SE ¼, S26, T34N, R2E
Assessor's Tax Parcel IDs#: P135467; P74321; P74323; P135462; P135463; P135464; P135465

**DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS OF LA CONNER HEIGHTS**

A. RECITALS

1. The undersigned Grantor is the Owner in fee simple of the following described real property located in Skagit County, State of Washington:

See Exhibit "A" attached.

2. Grantor desires to provide the means to enforce the rights, reservations, conditions and restrictions provided in this Declaration of Covenants, Conditions, Reservations and Restrictions of La Conner Heights ("**Declaration**").

3. This Subdivision is not a "common interest community" as defined in RCW 64.90. Additionally, this Subdivision contains less than twelve (12) Lots and the annual average assessment of all Lots exclusive of optional user fees and any insurance premiums paid by the Association (to the extent there is one in this Subdivision) is less than three hundred dollars (\$300) therefore, this community is governed by RCW 64.38. The Washington Uniform Common Interest Ownership Act, RCW 64.90 does not apply.

B. DECLARATION

The Grantor hereby certifies and declares that the following covenants, conditions, reservations and restrictions shall endure and be binding upon the respective Owners of each Lot or parcel within the Subdivision, and the Grantor further declares that all of the Property within the Subdivision described herein is held and shall be held, conveyed, encumbered,

leased, rented, used, occupied and improved subject to the following covenants, conditions, reservations and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and every part thereof. All of the following covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof.

1. LAND CLASSIFICATION AND DEFINITIONS

The following words and classifications of land shall have the following meanings under this Declaration:

1.1 Declaration. Declaration means this document, which facilitates the creation of this Subdivision; the term also includes any lawful amendments to this document.

1.2 Improvements. Improvements shall mean and include all buildings, structures and appurtenances thereto of every kind, constructed or located in the Subdivision, whether above or below the land surface, including without limitation, any residences, buildings, out-buildings, brick monuments, driveways, parking areas, fencing, retaining walls, swimming pools, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, hot tubs, trails, boardwalks, wetland mitigation, and any other structure or landscaping.

1.3 Lot. Each separate parcel of real property within the boundaries of the Subdivision and designated for the location and construction of a single-family residence.

1.4 Owner. Any person, including Grantor, holding either fee title or a vendee's interest under a real estate contract as shown by the records of the Auditor of Skagit County, Washington, in a Lot. The term Lot Owner excludes those having an interest in any Lot merely as security for the performance of an obligation.

1.5 Person. Any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.

1.6 Property. All the real property described as being contained within the Subdivision.

1.7 Resident. Each person lawfully residing on or in any Lot, and members of the immediate family of each such person actually living in the same household with such person.

1.8 Subdivision. The Subdivision is the real property legally described in

the attached Exhibit "A." The term Property and Subdivision are often used interchangeably herein.

2. GENERAL USE RESTRICTIONS AND REQUIREMENTS

2.1 Residential Use. The Lots shall be used for single-family residential purposes only, whether on an ownership or rental basis, and for common social, recreational or other reasonable uses normally incident to such residential purposes. An Owner may also make use of portions of a Lot for home occupations, such as for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other members of the Subdivision community.

2.2 Commercial Use. Other than the limited home occupation use authorized in section 2.1, there shall be no commercial uses permitted within the Subdivision.

2.3 Hazardous Substances. A Person shall maintain or store on or in a Lot only such property and materials which may be legally possessed by such Person. No Person shall improperly store within or release from a Lot any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Subdivision or to the public health or safety, or the health or safety of any lawful occupants of the Subdivision.

2.4 Prohibition Against Dumping. The dumping of solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Subdivision.

2.5 Timesharing. Timesharing is not permitted on this Property and no Lot may be conveyed or held pursuant to any timeshare plan.

2.6 Explosives. No firearms or explosives shall be discharged within the boundaries of the Subdivision; provided, this shall not in any way limit the use of explosives as required for construction of the Subdivision. Fireworks are allowed only if the type and during times they are permitted by the town of La Conner, if any.

2.7 Exterior Appliances. No heating, air conditioning, or other mechanical appliances may be located on any roof, unless completely screened from view of other Lots. Heating, air conditioning units, and other appliances located outside of the house

or structure shall be screened such that they are not visible, and sound generated by them does not reach neighboring Lots.

2.8 Garbage/Refuse. No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about such Owner's Lot or any other property within the Subdivision. All garbage and other waste shall be kept in appropriate sanitary containers located in appropriate areas concealed from view. Each Owner shall keep such Owner's Lot neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist, nor maintain any tangible objects which are unsightly in appearance to exist, on any Lot within the Subdivision.

2.9 Offensive or Illegal Activity. No noxious, offensive or illegal activity shall be carried out in any Lot nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Owners.

2.10 Noise. No person shall cause any unreasonably loud noise anywhere on the Property, or any person permit or engage in any activity, practice or behavior for the purpose of causing an annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

2.11 Vehicles. All automobiles and all other permitted vehicles, if kept or parked on any Lot or otherwise within the Subdivision, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot in the Subdivision unless enclosed in a garage or otherwise completely screened from view from outside the Lot.

2.12 Recreational Vehicles. All boats, utility trailers, trucks of more than one-ton rating, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept upon any Lot within the Subdivision shall at all times be enclosed within a garage or otherwise neatly stored behind the front wall line of the residence and reasonably screened from view from the street running in front of said Lot.

2.13 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Lots are limited to no more than three (3) dogs. Other household pets are limited to fish and small indoor caged animals. Dogs shall be kept and confined in fenced areas or on leashes when within the Subdivision. Owners shall clean up after their pets within the Subdivision.

2.14 Damaged Improvements. No improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of two years from the date of such partial or total destruction. The Lot shall be cleared of debris within 12 months and corrective construction or reconstruction shall be required to commence 12 months later. Provided, however, the time periods noted above shall be extended for a reasonable period thereafter in the event that corrective construction or reconstruction has not commenced as a result of factors beyond the control of the subject Owner and in the event that the subject Owner has exercised and does thereafter continue to exercise due diligence in an effort to eliminate such factors causing such delay in commencement.

2.15 Vacant Lots. Vacant Lots shall be kept free of unsightly debris and shall not be used for storage or parking or any other purpose until commencement of construction on the Lot. Vacant Lots shall be mowed regularly to keep tall grass and invasive species such as blackberries controlled. In addition, all young trees, shrubs, grasses and weeds will be kept at a height of eighteen inches or less. Notwithstanding any other provision, no Owner shall allow any condition of that Owner's Lot to constitute a fire hazard or encourage the proliferation of invasive plant species such as ivy or blackberries.

2.16 Colors. The exterior color of any residence constructed on any Lot shall be limited to whites, grays, and earth tones.

3. ENFORCEMENT – DISPUTE RESOLUTION

3.1 Compliance By Owners and Occupants. Each Owner, resident, and occupant of a Lot shall comply strictly with provisions of the Governing Documents. All remedies provided in this section may be enforced against any Owner, resident or other occupant of a Lot.

3.2 Dispute Resolution - Binding Arbitration. Any dispute arising out of or related to this Declaration shall be resolved as follows:

Stage 1: Each party to the dispute is required to immediately notify the other party, in writing, of each and every dispute or disagreement arising out of or related to this Declaration. Upon such written notification, the parties shall, as soon as practicable but in no event longer than 5 days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed by all parties. If the parties cannot resolve the dispute as provided in this paragraph, the dispute shall be resolved as set forth below.

Stage 2: If any such dispute identified above is not resolved within 15 business

days from notification of such dispute, the matter shall be transferred for resolution through binding non-appealable arbitration pursuant to RCW 7.04A. The party wishing to have the dispute referred to binding arbitration shall provide written notice to the other party within 7 business days following completion of Stage 1. Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, the presiding judge of the Skagit County superior court shall select the arbitrator at the first Civil Calendar following the notice of referral of the matter to binding arbitration. The arbitration shall be heard in Skagit County within thirty business days from the date the non-filing party was provided notice of the arbitration. The decision of the arbitrator shall be binding and non-appealable. The arbitrator has the authority to enter any award reasonable and necessary to resolve the dispute, including but not limited to award damages, enter an injunction, require specific performance and/or any other remedy in law or equity. At the election of either party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

4. GRANTEE'S ACCEPTANCE

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Grantor or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, including the jurisdiction, rights and powers of Grantor, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Grantor and to and with the grantees and subsequent Owners of each of the Lots within the Subdivision, to keep, observe, comply with and perform all obligations set forth herein. Each such Grantee also agrees by such acceptance to assume as against Grantor, its successors or assigns, all risks and hazards of ownership and occupancy attendant to such Lot..

5. AMENDMENT TO DECLARATION

This Declaration may be amended by an instrument signed by Owners who own at least sixty-seven percent (67%) of the Lots within the Subdivision at the time the amendment is proposed. Any amendment shall take effect upon recording with the Skagit County Auditor.

6. SEVERABILITY

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

7. PARAGRAPH HEADINGS

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.


8. NO WAIVER

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

-----SIGNATURE PAGE FOLLOWS-----

Dated this 8th day of April, 2024.

SNAPDRAGON HILLS ESTATE LLC


By: Zakir Parpia
Its: Owner

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 8th day of April, 2024, before me personally appeared Paul Woodmansee, that executed the within and foregoing instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.





PRINTED NAME: Travis Michael Scott
Notary Public in and for the State of Washington,
residing at Lake Stevens
My commission expires: 9/10/2027

EXHIBIT "A"**LEGAL DESCRIPTION**Lot A - P135467

LOT 10, BLOCK 11, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT THE SOUTH 32.00 FEET OF THE WEST 6.00 FEET OF SAID LOT 10.

AND ALSO, EXCEPT THAT PORTION OF SAID LOT 10 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10;
THENCE NORTH 58°27'30" WEST ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 46.45 FEET TO A LINE 6.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 10;
THENCE NORTH 12°51'30" EAST ALONG SAID PARALLEL LINE 29.01 FEET;
THENCE SOUTH 84°08'37" EAST 44.33 FEET TO THE EAST LINE OF SAID LOT 10;
THENCE SOUTH 12°51'30" WEST ALONG SAID EAST LINE 49.29 FEET TO THE POINT OF BEGINNING.

Lot B - P74321

LOT 11, BLOCK 11, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 11 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11:
THENCE NORTH 58°27'30" WEST ALONG THE SOUTH LINE OF SAID LOT 11 A DISTANCE OF 52.78 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 12°51'30" EAST ALONG THE WEST LINE OF SAID LOT 11 A DISTANCE OF 49.29 FEET;
THENCE NORTH 83°09'30" EAST 53.11 FEET TO THE EAST LINE OF SAID LOT 11;
THENCE SOUTH 12°51'30" WEST ALONG SAID EAST LINE 84.10 FEET TO THE POINT OF BEGINNING.

Lot C - P135465

LOT 6, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 6 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE SOUTH 55°40'30" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 6 A DISTANCE OF 73.57 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 12°51'30" EAST ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 67.41 FEET;
THENCE NORTH 74°45'00" EAST 56.69 FEET TO THE EAST LINE OF SAID LOT 6;

THENCE SOUTH 12°51'30" WEST ALONG SAID EAST LINE 40.16 FEET TO THE POINT OF BEGINNING.

Lot E – P74323

LOT 8, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 8 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8;
THENCE SOUTH 55°40'30" WEST ALONG THE MOST SOUTHEASTERLY LINE OF SAID LOT 8 A DISTANCE OF 161.72 FEET TO THE MOST SOUTHERLY CORNER THEREOF;
THENCE NORTH 58°27'30" WEST ALONG THE MOST SOUTHWESTERLY LINE OF SAID LOT 8 A DISTANCE OF 11.53 FEET TO THE MOST WESTERLY SOUTHWEST CORNER THEREOF;
THENCE NORTH 12°51'30" EAST ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 84.10 FEET;
THENCE NORTH 83°09'30" EAST 11.15 FEET;
THENCE NORTH 62°17'02" EAST 145.26 FEET TO THE EAST LINE OF SAID LOT 8;
THENCE SOUTH 12°51'30" WEST ALONG SAID EAST LINE 67.41 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Lot 3 – P135462

LOT 3, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY RECORDED AF#200508080163.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Lot 4 – P135463

LOT 4, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY RECORDED AF#200508080163.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Lot 5 – P135464

LOT 5, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY RECORDED AF#200508080163.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.